



Lease GS-11B-01924

SECURITY RIDER

Dated 9-27-06


- A. During non-duty hours, the Lessor shall provide an electronic key card perimeter security system which covers all building entrances which shall be independently monitored 24 hours a day by a GSA-approved, class A, commercial monitoring station and provide a level of security which reasonably deters unauthorized entry to the leased space. The existing Data Watch system is acceptable.
- B. The Lessor shall, upon request of the Contracting Officer, make a diligent effort to deter loitering or disruptive acts in and around the space leased during duty hours.
- C. The Lessor will provide a detailed outline of the building standard security system to include how to get a card, cost of getting a card, monitoring capabilities, who monitors the system, how often and who maintains the system, who to call for maintenance, who is authorized to make changes, who provides reports, how reports can be obtained, clearance level of persons monitoring the system.
- D. The Lessor shall enter into a contact with Data Watch which provides that Data Watch will notify the DHS Federal Protective Service immediately followed by notification to the GSA Building Manager in cases of a building emergency, or where building security has been compromised / breached. GSA will be a third party beneficiary of the contract. All additional costs for this contract will be paid by GSA. The Government shall provide Lessor with the name and phone number(s) for the Federal Protective Service and Building Manager. The Lessor is not responsible for failure by Data Watch to notify the DHS Federal Protective Service or the GSA Building Manager.
- E. At the Government's expense, the Government retains the right to implement Level III security requirements in accordance with the June 28, 1995, *Vulnerability Assessment of Federal Facilities* report of the U.S. Department of Justice subject to the clarifications set forth below which also will be implemented at the Government's expense:
 - 1. The Lessor shall enter into a contact with Data Watch which provides that Data Watch shall notify the FPS Suitland Mega Center upon notification of the building's perimeter alarm. The Government will be a third party beneficiary of this contract. The Lessor is not responsible for failure by Data Watch to notify the FPS Suitland Mega Center. The Preparedness Directorate office space shall be monitored by the Suitland Mega Center.
 - 2. Signs shall be posted in the main lobby identifying the Code of Federal Regulations (CFR 41) pertaining to federal building regulations. Signs shall be posted on the perimeter of the building that it is under video surveillance. Signs


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will be consistent with building standard signage. The design and placement of signs shall be subject to the Lessor's approval, such approval not to be unreasonably withheld.


3. Perimeter patrol shall be conducted by FPS and the Arlington Police Department.
4. The door leading into the penthouse from the stairwell shall have at a minimum a high security lock and key set. It is recommended that an electric door locking system be installed consistent with the rest of the stairwell doors. Locks should be opened by an electronic access control card and reader.
5. The same door leading to the penthouse also leads to the Air Intake System. The HVAC system, Air Intake System, and stairwell door leading to the penthouse should have stringent electronic access control requirements. Entrance to these areas should be on the perimeter Data Watch system.
6. A phone with directory shall be installed on lobby doors on the DHS floor that lead into the Preparedness Directorate's office space.
7. All stairwell doors on the 2nd, 3rd, 4th and 5th floors have electric lock sets that release via a push button on the interior side and activated by a card reader on stairwell side. These doors must automatically unlock in the case of fire and manually unlock from the fire control room by remote switch.
8. A magnetometer shall be installed on the second floor in DHS controlled space. Only DHS IP visitors to the building shall be screened at this location.
9. An x-ray machine shall be installed on the second floor in DHS controlled space. Only personal possessions of visitors to DHS IP will be screened.
10. A DHS visitor identification system shall be implemented according to the requirements of HSPD-12 and DHS visitors will be escorted by permanent DHS staff while in the DHS IP space.
11. The DSO (Directorate Security Officer) shall provide a detailed Standard Operating Procedure (SOP) for controlling all DHS IP visitors while in DHS IP space.
12. A Lennel electronic access control system shall be implemented according to the requirements of HSPD-12 pertaining to the mandates of the physical access control system (PACS). This access control system for all DHS IP space will be independent of the building's access control system and controlled by the DHS IP. The lobby on the 2nd, 3rd, 4th, and 5th floors will be fitted with a government accepted electronic access control card reader.


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13. A 24-hour time lapse, digitally recorded system shall be installed. The head in equipment shall be placed in a secure room within the DHS IP space. Fixed colored cameras shall be installed on the rooftop of the facility., to view the entire perimeter of the building. A fixed camera shall be installed at the rear of the building viewing the garage ramp. A PTZ camera shall be installed on the exterior foyer area of the main entrance into the building. A PTZ camera shall be installed in the main lobby of the building. Fixed cameras shall be installed in the elevator lobbies of the 2nd, 3rd, 4th, and 5th floors for complete viewing of the lobby subject to the Lessor's approval not to be unreasonably withheld. . A fixed camera shall be installed in common area hallways where doors lead into the Preparedness Directorate office space or into the stairwells. The Government will determine a number of possible secure locations for each site, i.e., rooftop, rear of the building, exterior foyer, etc., for the above mentioned cameras. The Lessor will determine which one of the secure locations each camera shall be installed, the approval will not be unreasonably withheld. All cameras installed on the roof will be subject to the requirements attached as Schedule A.
14. Blast resistant film shall be applied to all windows that are adjacent to areas where vehicles can park near the building. At minimum, the film shall be 7mm thick. The Government shall be responsible for the cost to install maintain and remove the blast resistant film.
15. An emergency power generator shall be installed to back up all critical systems to the Protective Directorate's office space, the access control system, the CCTV, and the alarm system. The lessor shall have the right to approve the location of the generator, such approval not to be unreasonably withheld.
16. Armed guards shall be located in DHS controlled space to man the x-ray and magnetometer machines. Screening shall at a minimum be conducted during normal business hours of the building. One armed guard shall be posted as a rover, 24 hours a day, seven days a week at the building. The Government shall be responsible for the increased cost of insurance due to the presence of armed guards.
17. A vehicle barrier system shall be installed at the front circular drive. The barrier line shall follow the circular shape of the drive. A vehicle barrier system shall follow the edge of the building's landscape preventing a vehicle from crashing into the building. The placement and the design of the barrier system, and the barrier line will be subject to the Lessor's review and approval not to be unreasonably withheld. The vehicle barrier system will not block the circular dive. A crash beam arm shall be installed at the entrance to the garage ramp. The Government recognizes that the building has monthly parking contracts and daily parking.



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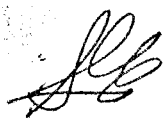
18. Duty hours are defined as normal business hours under the SFO. All other hours are non-duty hours.

19. If the Government desires to implement other security requirements, the Government will work with the Lessor to ensure that the implementation results in the least amount of disruption in the building and does not interfere with the rights of existing tenants.

- F. The Government reserves the right to require the lessor at the Government's cost to submit completed fingerprint charts and personal history statements for each employee of the lessor as well as employees of the lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the lessor, the lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- G. The Government will have the right to implement security measures and install security systems in and about the leased premises, as outlined above. The Government will be solely responsible for acquiring, installing, maintaining and operating all security systems and measures pursuant to Paragraph E above (all such systems, equipment and measures (including armed guards) are referred to as the Security System) at no cost to the Lessor, and the Lessor (including its member, manager (UBS Realty Investors LLC), agent(s), and partner(s), if any, and any successor in interest to any of them (collectively, the "Lessor Parties")) will not be liable or responsible for said Security System or its operation. The existence of the additional security and the Security System provided for in this Rider shall not increase Lessor's obligation to provide security for the building, and neither Lessor or any of the Lessor Parties shall bear any responsibility or liability, including personal liability, in respect to same.
- H. Restoration Obligations. At the expiration of the Lease, the Government shall remove all or any part of the Security System and the areas where the Security System was located shall be restored to their condition existing prior to such installation, reasonable wear and tear accepted, if requested by Lessor in writing at least thirty (30) days before the expiration of the Lease. Removal of all Security System equipment shall be at the Government's sole cost and expense and the Government shall repair any damage caused by such removal..



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SCHEDULE A
Lease No. GS-11B-01924

The right granted to the Government to install cameras on the roof is at the Government's sole cost and expense and is subject at all times to the following conditions:

1. The location and method of installation of the cameras must be approved in writing by Lessor prior to the installation, such approval not to be unreasonably withheld, delayed or conditioned.
2. The Government must provide the Lessor for approval with plans and specifications for the cameras (including location, size, height and weight), specifications for installation, and a description of any Building systems or structures that may be affected. Lessor shall advise Government within 15 days of receipt of such plans and specifications of Lessor's approval or, if Lessor does not approve, then any required changes to make such plans and specifications acceptable to Lessor.
3. Prior to any installation of the cameras, the Government shall provide Lessor with copies of all required permits, licenses, approvals and other governmental authorizations, if any, which are necessary in connection with the installation, operation and use of the cameras and the Government shall maintain the same in full force and effect.
4. The Government installation, maintenance, operation and removal of the cameras must not affect any other equipment currently on the roof of the Building.
5. The style, color, materials, exact location and method of installation of the cameras must be approved in writing by Lessor prior to the installation, such approval not to be unreasonably withheld, delayed or conditioned.
6. The installation, operation or removal of the cameras shall be performed in a safe, good and workmanlike manner and must not damage the Building or void any warranty or guaranty applicable to the roof or Building interfere with any service provided by Lessor to the Building or other tenants or licensees, or cause the violation of any zoning ordinance or other governmental or quasi-governmental law, rule or regulation applicable to the Building.



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7. All costs and expenses incurred in installing, operating, maintaining, repairing, replacing and removing such cameras shall be borne by the Government. The Government shall be responsible for any cost, liability, damage or expense arising out of the installation, operation, use, maintenance (or failure to maintain), repair or replacement (or failure to repair or replace), or removal (or failure to remove) of the camera installed or operated at the Building by the Government.
8. The Government shall throughout the period of such installation, and thereafter during any maintenance, repair or replacement of the cameras install and utilize, at Government's sole expense, screening supports, walks boards, and such other materials as may be reasonably required to protect the roof of the Building, the Building generally, pedestrians, vehicles on adjacent roadways, and any other property of adjacent property owners.
9. If required by Lessor, at the expiration or other termination of this Lease, the cameras shall be removed by Government at Government's expense and any damage caused by such removal shall be promptly repaired by Government.
10. The installation of the cameras shall not damage the roof of the Building, and Government shall be liable for any incidental damage thereby caused.
11. At the request of the Lessor, the Government, at the Government's sole cost and expense, may be required to relocate the cameras if the cameras during the lease term: (A) compromises the integrity of the roof or any other portion of the Building; (B) impairs the warranty held by Lessor with respect to the roof of the Building or (C) compromises the functioning or impairs the operation or maintenance of any other antenna or equipment currently on the roof.



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